

The Hon. Richard A. Jones



10-CR-00336-INDI

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

UNITED STATES OF AMERICA,

Plaintiff,

v.

COLTON HARRIS-MOORE,

Defendant.

No. CR10-336-RAJ

PLEA AGREEMENT

The United States of America, by and through Jenny A. Durkan, United States Attorney for the Western District of Washington, and Darwin P. Roberts and Michael Dion, Assistant United States Attorneys for said District, and Defendant, COLTON HARRIS-MOORE, and his attorneys, John Henry Browne and Emma Scanlan, enter into the following Agreement, pursuant to Federal Rule of Criminal Procedure 11(c):

1. Waiver of Indictment. Defendant, having been advised of the right to be charged by Indictment, agrees to waive that right and enter a plea of guilty to the charges brought by the United States Attorney in a Superseding Information.

2. Waiver of Venue. Defendant, having been advised of the fact that venue for the Interstate Transportation of a Stolen Aircraft offense charged in Count 7 normally

1 would lie in the Southern District of Indiana, agrees to waive venue with respect to that
2 charge and to be prosecuted for the charge in the Western District of Washington.

3 **3. The Charge(s).** Defendant, having been advised of the right to have this
4 matter tried before a jury, agrees to waive that right and enter his pleas of guilty to the
5 following charges contained in the Superseding Information:

6 a. Bank Burglary, as charged in Count 1, in violation of Title 18,
7 United States Code, Section 2113(a).

8 b. Interstate Transportation of a Stolen Aircraft, as charged in Count 2,
9 in violation of Title 18, United States Code, Section 2312.

10 c. Interstate and Foreign Transportation of a Stolen Firearm, as charged
11 in Count 3, in violation of Title 18, United States Code, Sections 922(i) and 924(a)(2).

12 d. Fugitive in Possession of a Firearm, as charged in Count 4, in
13 violation of Title 18, United States Code, Sections 922(g)(2) and 924(a)(2).

14 e. Piloting an Aircraft Without a Valid Airman's Certificate, as charged
15 in Count 5, in violation of Title 49, United States Code, Section 46306(b)(7).

16 f. Interstate Transportation of a Stolen Vessel, as charged in Count 6,
17 in violation of Title 18, United States Code, Section 2312.

18 g. Interstate Transportation of a Stolen Aircraft, as charged in Count 7,
19 in violation of Title 18, United States Code, Section 2312.

20 By entering these pleas of guilty, Defendant hereby waives all objections to the
21 form of the charging document. Defendant further understands that before entering his
22 pleas of guilty, he will be placed under oath. Any statement given by Defendant under
23 oath may be used by the United States in a prosecution for perjury or false statement.

24 **4. Elements of the Offenses.**

25 a. **Bank Burglary.** The elements of the offense of Bank Burglary, as
26 charged in Count 1, in violation of Title 18, United States Code, Section 2113(a), are as
27 follows:

28 First, the defendant entered, or attempted to enter, a bank;

1 Second, at the time charged in the indictment (or information), the
2 defendant entered or attempted to enter that bank with the intent to commit in the bank a
3 federal felony or any larceny affecting such bank; and

4 Third, the deposits of that bank were insured by the Federal Deposit
5 Insurance Corporation.

6 b. **Interstate Transportation of a Stolen Aircraft.** The elements of
7 the offense of Interstate Transportation of a Stolen Aircraft, as charged in Counts 2 and 7,
8 are as follows:

9 First, the aircraft was stolen;

10 Second, the defendant transported the aircraft between one state and
11 another;

12 Third, the defendant knew the aircraft had been stolen at the time he
13 transported it; and,

14 Fourth, the defendant intended to permanently or temporarily deprive the
15 owner of ownership of the aircraft.

16 c. **Interstate and Foreign Transportation of a Stolen Firearm.** The
17 elements of the offense of Interstate and Foreign Transportation of a Stolen Firearm, as
18 charged in Count 3, in violation of Title 18, United States Code, Sections 922(i) and
19 924(a)(2), are as follows:

20 First, the defendant knowingly transported a stolen firearm between a
21 foreign nation and the United States, or from one state to another; and

22 Second, the defendant knew or had reasonable cause to believe that the
23 firearm had been stolen.

24 d. **Fugitive in Possession of a Firearm.** The elements of the offense
25 of Fugitive in Possession of a Firearm, as charged in Count 4, in violation of Title 18,
26 United States Code, Sections 922(g)(2) and 924(a)(2), are as follows:

27 First, the defendant knowingly possessed a firearm;
28

1 Second, the firearm had been shipped or transported from one state to
2 another, or between a foreign nation and the United States; and

3 Third, at the time the defendant possessed the firearm, the defendant was a
4 fugitive from justice.

5 e. **Piloting an Aircraft Without a Valid Airman's Certificate.** The
6 elements of the offense of Piloting an Aircraft Without a Valid Airman's Certificate, as
7 charged in Count 5, in violation of Title 49, United States Code, Section 46306(b)(7), are
8 as follows:

9 First, the defendant wilfully served as an airman; and

10 Second, the defendant had no airman's certificate authorizing him to serve
11 in that capacity.

12 An "airman" is an individual in command of an aircraft, or who serves as
13 pilot or who navigates an aircraft when under way. 49 U.S.C. § 40102(8)(A). An
14 "aircraft" means any contrivance invented, used, or designed to navigate or fly in the air.
15 49 U.S.C. § 40102(6).

16 f. **Interstate Transportation of a Stolen Vessel.** The elements of the
17 offense of Interstate Transportation of a Stolen Vessel, as charged in Count 6, in violation
18 of Title 18, United States Code, Section 2312, are as follows:

19 First, the vessel was stolen;

20 Second, the defendant transported the vessel between one state and another;

21 Third, the defendant knew the vessel had been stolen at the time he
22 transported it; and,

23 Fourth, the defendant intended to permanently or temporarily deprive the
24 owner of ownership of the vessel.

25 5. **The Penalties.** Defendant understands that the statutory penalties for the
26 charged offenses are as follows:

27 a. **Count 1 (Bank Burglary):** Imprisonment for up to twenty (20)
28 years, a fine of up to Two Hundred Fifty Thousand and no/100 dollars (\$250,000.00), a

1 period of supervision following release from prison of up to three (3) years, and a special
2 assessment of one hundred and no/100 dollars (\$100.00).

3 b. **Counts 2 and 7 (Interstate Transportation of a Stolen Aircraft):**
4 Imprisonment for up to ten (10) years, a fine of up to Two Hundred Fifty Thousand and
5 no/100 dollars (\$250,000.00), a period of supervision following release from prison of up
6 to three (3) years, and a special assessment of one hundred and no/100 dollars (\$100.00).

7 c. **Count 3 (Interstate and Foreign Transportation of a Stolen**
8 **Firearm):** Imprisonment for up to ten (10) years, a fine of up to Two Hundred Fifty
9 Thousand and no/100 dollars (\$250,000.00), a period of supervision following release
10 from prison of up to three (3) years, and a special assessment of one hundred and no/100
11 dollars (\$100.00).

12 d. **Count 4 (Fugitive in Possession of a Firearm):** Imprisonment for
13 up to ten (10) years, a fine of up to Two Hundred Fifty Thousand and no/100 dollars
14 (\$250,000.00), a period of supervision following release from prison of up to three (3)
15 years, and a special assessment of one hundred and no/100 dollars (\$100.00).

16 e. **Count 5 (Piloting an Aircraft Without a Valid Airman's**
17 **Certificate):** Imprisonment for up to three (3) years, a fine of up to Two Hundred Fifty
18 Thousand and no/100 dollars (\$250,000.00), a period of supervision following release
19 from prison of not more than one (1) year, and a special assessment of one hundred and
20 no/100 dollars (\$100.00).

21 f. **Count 6 (Interstate Transportation of a Stolen Vessel):**
22 Imprisonment for up to ten (10) years, a fine of up to Two Hundred Fifty Thousand and
23 no/100 dollars (\$250,000.00), a period of supervision following release from prison of up
24 to three (3) years, and a special assessment of one hundred and no/100 dollars (\$100.00).

25 Defendant agrees that the special assessment(s) shall be paid at or before the time
26 of sentencing.

27 Defendant understands that supervised release is a period of time following
28 imprisonment during which he will be subject to certain restrictions and requirements.

1 Defendant further understands that if supervised release is imposed and he violates one or
 2 more of its conditions, Defendant could be returned to prison for all or part of the term of
 3 supervised release that was originally imposed. This could result in Defendant serving a
 4 total term of imprisonment greater than the statutory maximum stated above.

5 Defendant understands that in addition to any term of imprisonment and/or fine
 6 that is imposed, the Court may order him to pay restitution to any victim of the offense, as
 7 required by law. Defendant further understands that a consequence of pleading guilty
 8 may include the forfeiture of certain property either as a part of the sentence imposed by
 9 the Court, or as a result of civil judicial or administrative process.

10 Defendant agrees that any monetary penalty the Court imposes, including the
 11 special assessment, fine, costs, or restitution, is due and payable immediately and further
 12 agrees to submit a completed Financial Statement of Debtor form as requested by the
 13 United States Attorney's Office.

14 **6. Rights Waived by Pleading Guilty.** Defendant understands that by
 15 pleading guilty, he knowingly and voluntarily waives the following rights:

- 16 a. The right to plead not guilty and to persist in a plea of not guilty;
- 17 b. The right to a speedy and public trial before a jury of his peers;
- 18 c. The right to the effective assistance of counsel at trial, including, if
 19 Defendant could not afford an attorney, the right to have the Court appoint one for him;
- 20 d. The right to be presumed innocent until guilt has been established
 21 beyond a reasonable doubt at trial;
- 22 e. The right to confront and cross-examine witnesses against Defendant
 23 at trial;
- 24 f. The right to compel or subpoena witnesses to appear on his behalf at
 25 trial;
- 26 g. The right to testify or to remain silent at trial, at which trial such
 27 silence could not be used against Defendant; and
- 28 h. The right to appeal a finding of guilt or any pretrial rulings.

1 **7. United States Sentencing Guidelines.** Defendant understands and
 2 acknowledges that, at sentencing, the Court must consider the sentencing range calculated
 3 under the United States Sentencing Guidelines, together with the other factors set forth in
 4 Title 18, United States Code, Section 3553(a), including: (1) the nature and
 5 circumstances of the offenses; (2) the history and characteristics of the defendant; (3) the
 6 need for the sentence to reflect the seriousness of the offenses, to promote respect for the
 7 law, and to provide just punishment for the offenses; (4) the need for the sentence to
 8 afford adequate deterrence to criminal conduct; (5) the need for the sentence to protect
 9 the public from further crimes of the defendant; (6) the need to provide the defendant
 10 with educational and vocational training, medical care, or other correctional treatment in
 11 the most effective manner; (7) the kinds of sentences available; (8) the need to provide
 12 restitution to victims; and (9) the need to avoid unwarranted sentence disparity among
 13 defendants involved in similar conduct who have similar records. Accordingly,
 14 Defendant understands and acknowledges that:

15 a. The Court will determine his applicable Sentencing Guidelines range
 16 at the time of sentencing;

17 b. After consideration of the Sentencing Guidelines and the factors in
 18 18 U.S.C. 3553(a), the Court may impose any sentence authorized by law, up to the
 19 maximum term authorized by law;

20 c. The Court is not bound by any recommendation regarding the
 21 sentence to be imposed, or by any calculation or estimation of the Sentencing Guidelines
 22 range offered by the parties or the United States Probation Department, or by any
 23 stipulations or agreements between the parties in this Plea Agreement; and

24 d. Defendant may not withdraw a guilty plea solely because of the
 25 sentence imposed by the Court.

26 **8. Sentencing Factors.** The parties agree that the following Sentencing
 27 Guidelines provisions apply to this case:
 28

- 1 a. For the offense of Bank Burglary, as charged in Count 1, a base offense
2 level of 12, pursuant to Section 2B2.1(a)(2).
- 3 b. For the offense of Interstate Transportation of a Stolen Aircraft, as charged
4 in Count 2, a base offense level of 6, pursuant to Section 2B1.1(a)(2);
- 5 c. The parties agree that the offense level associated with Count 2 should be
6 increased by 12, because the amount of loss for Count 2 was more than
7 \$200,000.00, but less than \$400,000.00, pursuant to Section 2B1.1(b)(1)(G)
8 and (H).
- 9 d. For the offense of Interstate and Foreign Transportation of a Stolen
10 Firearm, as charged in Count 3, a base offense level of 14, pursuant to
11 Section 2K2.1(a)(6)(A);
- 12 e. The parties agree that the offense level associated with Count 3 should be
13 increased by 2, because the offense charged in Count 3 involved a stolen
14 firearm, pursuant to Section 2K2.1(a)(6) and (b)(4);
- 15 f. The parties agree that the offense level associated with Count 3 should be
16 increased by 4, because the defendant used or possessed the firearm in
17 connection with another felony offense, pursuant to Section 2K2.1(b)(6).
- 18 g. For the offense of Fugitive in Possession of a Firearm, as charged in Count
19 4, a base offense level of 14, pursuant to Section 2K2.1(a)(6)(A);
- 20 h. The parties agree that the offense level associated with Count 4 should be
21 increased by 2, because the offense charged in Count 4 involved a stolen
22 firearm, pursuant to Section 2K2.1(a)(6) and (b)(4);
- 23 i. The parties agree that the offense level associated with Count 4 should be
24 increased by 4, because the defendant used or possessed the firearm in
25 connection with another felony offense, pursuant to Section 2K2.1(b)(6).
- 26 j. For the offense of Interstate Transportation of a Stolen Vessel, as charged
27 in Count 6, a base offense level of 6, pursuant to Section 2B1.1(a)(2);
28

- 1 k. The parties agree that the offense level associated with Count 6 should be
2 increased by 14, because the amount of loss for Count 6 was more than
3 \$400,000.00, but less than \$1,000,000.00, pursuant to Section
4 2B1.1(b)(1)(H) and (I).
- 5 l. For the offense of Interstate Transportation of a Stolen Aircraft, as charged
6 in Count 7, a base offense level of 6, pursuant to Section 2B1.1(a)(2);
- 7 m. The parties agree that the offense level associated with Count 7 should be
8 increased by 14, because the amount of loss for Count 7 was more than
9 \$400,000.00, but less than \$1,000,000.00, pursuant to Section
10 2B1.1(b)(1)(H) and (I).
- 11 n. The parties agree to a two-point addition to Defendant's Criminal History
12 score, because Defendant committed the offenses charged in Counts 1
13 through 7 within five years of a previous juvenile sentence to confinement
14 of at least sixty days (Residential Burglary, June 27, 2007), pursuant to
15 Section 4A1.2(d)(2)(A);
- 16 o. The parties agree to a one-point addition to Defendant's Criminal History
17 score, because Defendant committed the offenses charged in Counts 1
18 through 5 within five years of a previous juvenile sentence to confinement
19 of less than sixty days (Burglary, February 28, 2005), pursuant to Section
20 4A1.2(d)(2)(B);
- 21 p. The parties agree to a two-point addition to Defendant's Criminal History
22 score, because Defendant committed the offenses charged in Counts 1
23 through 7 while on escape status from a criminal justice sentence, pursuant
24 to Section 4A1.1(d).

25 The parties agree they are free to argue the application of any other provisions of
26 the United States Sentencing Guidelines. The parties further agree to recommend to the
27 Court a sentence within a range of 63 to 78 months.
28

1 Defendant understands that the Court will determine the Sentencing Guidelines
2 applicable to the remaining counts of conviction, as well as Defendant's combined
3 offense level for all of his offenses. Defendant understands that at the time of sentencing,
4 the Court is free to reject the parties' stipulated adjustments and/or recommendation, and
5 is further free to apply additional downward or upward adjustments in determining
6 Defendant's Sentencing Guidelines range.

7 9. **Incarceration.** The parties jointly recommend, pursuant to 18 U.S.C.
8 § 3584(a), that the sentence imposed in this case be served concurrently with any sentence
9 imposed by the Superior Courts of the State of Washington between the time of the entry
10 of this Plea Agreement and the imposition of sentence in this cause. The Government
11 understands that Defendant wishes to serve his federal sentence in a state facility.
12 Accordingly, the parties agree to request that the Court recommend that the Federal
13 Bureau of Prisons designate a Washington state facility as the place at which Defendant
14 shall serve his federal sentence, pursuant to 18 U.S.C. § 3621(b).

15 10. **Ultimate Sentence.** Defendant acknowledges that no one has promised or
16 guaranteed what sentence the Court will impose.

17 11. **Restitution.** Defendant shall make restitution to the victims of his offenses
18 as required by law. Defendant shall make restitution to the persons, and in the amounts,
19 set forth in the Schedule of Restitution, with credit for any amounts already paid. Said
20 amount shall be due and payable immediately and shall be paid in accordance with a
21 schedule of payments as proposed by the United States Probation Office and ordered by
22 the Court.

23 12. **Statement of Facts.** The parties agree on the following facts. Defendant
24 admits he is guilty of the charged offenses.

25 On or about April 29, 2008, COLTON HARRIS-MOORE escaped without lawful
26 permission from the Friends of Youth Griffin Home in Renton, Washington, where he
27 was serving a custodial sentence pursuant to a conviction under Washington state law.
28 Not later than September 12, 2009, he fled the State of Washington with the intent to

1 avoid apprehension or prosecution, making him thereafter a fugitive from justice as
2 defined in Title 18, United States Code, Section 921(a)(15).

3 On or about September 5, 2009, HARRIS-MOORE did unlawfully enter Islanders
4 Bank in Eastsound, Washington, with the intent to commit larceny therein. During the
5 nighttime burglary, HARRIS-MOORE intended to break in to the ATM and the night
6 deposit box and steal the cash inside. In committing this unlawful entry, HARRIS-
7 MOORE made use of tools he had stolen during a burglary at a nearby Ace Hardware
8 store. On the date of HARRIS-MOORE's unlawful entry into Islanders Bank, the bank
9 was insured by the Federal Deposit Insurance Corporation. The unlawful entry resulted
10 in damages and loss to Islanders Bank of not less than \$1,000.00.

11 During the month of September, 2009, HARRIS-MOORE traveled from Orcas
12 Island, through Point Roberts, Washington, into Delta, British Columbia, east to Creston,
13 British Columbia, and then south into Idaho.

14 On or about September 27, 2009, in Boundary County, Idaho, HARRIS-MOORE
15 did unlawfully enter an unoccupied structure belonging to K.T., with the intent to commit
16 the crime of theft. At the same time, in a continuing course of conduct, HARRIS-
17 MOORE did take the property of another with the intent to deprive the owner of said
18 property, to wit: a digital camera belonging to K.T.

19 On or about September 29, 2009, in Boundary County, Idaho, HARRIS-MOORE
20 did unlawfully enter an unoccupied structure, namely an aircraft hangar belonging to S.J.,
21 with the intent to commit the crime of theft. At that same time, in a continuing course of
22 conduct, HARRIS-MOORE did take the property of another with the intent to deprive the
23 owner of said property, to wit: a GPS system belonging to S.J.

24 On or about September 29, 2009, in Boundary County, Idaho, HARRIS-MOORE
25 did take the property of another with the intent to deprive the owner of said property, to
26 wit: a North Face sleeping bag belonging to P.G.

27 On or about September 29, 2009, HARRIS-MOORE did unlawfully transport a
28 stolen aircraft, namely, a Cessna T182T, tail number N2183P, knowing the same to be

1 stolen, from Bonners Ferry, in Boundary County, in the State of Idaho, to the State of
2 Washington, ending in Snohomish County, near Granite Falls, Washington. In doing so,
3 HARRIS-MOORE intended to temporarily or permanently deprive the owner of
4 ownership of the aircraft. HARRIS-MOORE acquired the aircraft by breaking into a
5 hangar at the Boundary County Airport. He flew the aircraft for several hours without
6 filing a flight plan or making any safety-related communications with air traffic control or
7 other aircraft, until the aircraft ran low on fuel. HARRIS-MOORE crash landed the
8 aircraft, resulting in the destruction of the aircraft and a loss to its owner of not less than
9 \$340,000.00.

10 Between on or about September 24, 2009, and October 2, 2009, HARRIS-
11 MOORE did unlawfully transport a stolen firearm, knowing the same to be stolen,
12 namely, a .32 caliber semi-automatic pistol, from British Columbia, Canada, into the
13 United States, through the State of Idaho, to the State of Washington, ending near Granite
14 Falls, Washington. HARRIS-MOORE stole the pistol while committing a burglary at the
15 airport in Creston, British Columbia. He then carried it with him across the border from
16 British Columbia into Idaho, and on his flight in Cessna N2183P from Idaho to
17 Washington.

18 Between on or about September 29, 2009, and May 2, 2010, HARRIS-MOORE,
19 then being a fugitive from justice as defined in Title 18, United States Code, Section
20 921(a)(15), did knowingly possess a firearm in Snohomish, Skagit, and San Juan
21 Counties, Washington, namely, a Jennings .22 caliber semi-automatic pistol, said pistol
22 having previously been transported in interstate commerce. HARRIS-MOORE stole the
23 pistol while committing a residential burglary near Granite Falls, Washington, and later
24 stored it in a hiding place in an aircraft hangar at the Eastsound Airport, Orcas Island,
25 Washington, where he did not have permission to be present.

26 On or about February 10, 2010, HARRIS-MOORE, knowing that he did not
27 possess a valid airman's certificate to serve as an airman, did wilfully serve as an airman
28 in piloting an aircraft, namely, a Cirrus SR22, tail number N47LG, from Anacortes,

1 Washington, to Eastsound, Washington. HARRIS-MOORE flew the aircraft without
2 filing a flight plan or making any safety-related communications with air traffic control or
3 other aircraft, and damaged the aircraft on landing.

4 On or about May 31, 2010, HARRIS-MOORE did unlawfully transport a stolen
5 vessel, namely, one 34' Ocean Sport, registration number WN 9906 NW, knowing the
6 same to be stolen, from Ilwaco, in the State of Washington, to Warrenton, in the State of
7 Oregon. In doing so, HARRIS-MOORE intended to temporarily or permanently deprive
8 the owner of ownership of the vessel. The vessel had a value of not less than
9 \$450,000.00.

10 Between on or about May 31, 2010, and July 4, 2010, HARRIS-MOORE traveled
11 through Oregon and then eastward, eventually arriving in Indiana.

12 On or about June 11, 2010, in Ada County, Idaho, HARRIS-MOORE did take the
13 property of another with the intent to deprive the owner of said property, to wit: a 2006
14 Ford F-150 truck belonging to M.M. During the same course of conduct, HARRIS-
15 MOORE did take two pairs of eyeglasses from M.M. with the intent to deprive M.M., the
16 rightful owner, of said property.

17 On or about June 12, 2010, in Teton County, Idaho, HARRIS-MOORE did
18 unlawfully enter an unoccupied structure, namely an aircraft hangar belonging to A.B.,
19 with the intent to commit the crime of theft. At that same time, in a continuing course of
20 conduct, HARRIS-MOORE did take the property of another with the intent to deprive the
21 owner of said property, to wit: a gray Cadillac Escalade belonging to A.B.

22 On or about June 13, 2010, in Johnson County, Wyoming, HARRIS-MOORE did
23 take the property of another with the intent to deprive the owner of said property, to wit: a
24 2005 Cadillac CTSV belonging to J.I.

25 On or about June 13, 2010, in Johnson County, Wyoming, HARRIS-MOORE did
26 take the property of another with the intent to deprive the owner of said property, to wit: a
27 Lincoln pickup truck belonging to D.M.
28

1 On or about June 13, 2010, in Lawrence County, South Dakota, HARRIS-MOORE
2 did enter and remain in an unoccupied structure, namely Spearfish Airport, with the intent
3 to commit the crime of theft. During the same course of conduct, HARRIS-MOORE did
4 take the property of another with the intent to deprive the rightful owner of said property,
5 to wit: \$150.00 in United States Currency taken from the Spearfish Airport. On or about
6 June 14, 2011, in Lawrence County, South Dakota, HARRIS-MOORE did enter and
7 remain in an unoccupied structure, namely Spearfish Airport, with the intent to commit
8 the crime of theft. At that same time, in a continuing course of conduct, HARRIS-
9 MOORE did take the property of another with the intent to deprive the owner of said
10 property, to wit: a 2008 Ford F150 belonging to R.A.

11 On or about June 15, 2010, in Pierre, South Dakota, HARRIS-MOORE did
12 unlawfully enter the Pierre Regional Airport Terminal and the Airport Fire Station.
13 While in the Airport Fire Station, HARRIS-MOORE did unlawfully access a computer
14 without the permission of the owner, take an 8GB iPod Touch that did not belong to him,
15 and a frozen dinner. During the same course of conduct, HARRIS-MOORE did
16 unlawfully enter the Pierre Regional Airport Terminal and once inside caused damage to
17 drawers in the Budget Rental Car kiosk. In addition, HARRIS-MOORE did cause
18 damage to the terminal glass doors and the airport manager's office door. As a part of the
19 same series of events, HARRIS-MOORE did take the keys to a Silver Ford Edge SUV
20 ND-JGA339 that belonged to AVIS Rental Car.

21 On or about June 18, 2010, in Yankton County, South Dakota, HARRIS-MOORE
22 did enter an occupied structure with intent to commit a crime therein and threatened to
23 inflict physical harm on another, to wit: K.K. at the K. residence.

24 On or about June 19, 2010, in Yankton County, South Dakota, HARRIS-MOORE
25 did take the property of another with the intent to deprive the owner of said property, to
26 wit: a 2008 Toyota Sequoia belonging to L.L. and D.L.

27 On or about June 19, 2010, in Madison County, Nebraska, HARRIS-MOORE did
28 willfully break into Karl Stefan Memorial Airport with the intent to steal property. In the

1 same course of conduct, HARRIS-MOORE did take the movable property of another with
2 the intent to deprive the rightful owner of the property, to wit: a 2008 Cadillac Escalade
3 belonging to A.W.

4 On or about June 21, 2010, in Pella, Marion County, Iowa, HARRIS-MOORE did
5 unlawfully and without permission of the rightful owner Pella Classic Aviation Inc., take
6 a 2000 Dodge Caravan, VIN 1B4GP74LXYB527757. In the same course of conduct and
7 series of events, HARRIS-MOORE did unlawfully and without permission of the rightful
8 owner Pella Classic Aviation Inc., take \$450.00 in United States currency located inside
9 of the Pella Community Airport.

10 Between on or about June 27, 2010, and July 4, 2010, in Monroe County, Indiana,
11 HARRIS-MOORE did unlawfully enter an unoccupied structure, namely an aircraft
12 hangar belonging to M.M., with the intent to commit the crime of theft. At that same time,
13 in a continuing course of conduct, HARRIS-MOORE did take the property of another
14 with the intent to deprive the owner of said property, to wit: a Radio Shack Pro 97 1000
15 channel scanner and a pair of Bose headphones owned by M.M.

16 Between on or about June 27, 2010, and July 4, 2010, in Monroe County,
17 Harris-Moore did unlawfully enter an unoccupied structure, namely an aircraft hangar
18 belonging to J.B.

19 On or about July 4, 2010, in Monroe County, Indiana, HARRIS-MOORE did
20 unlawfully enter an unoccupied structure, namely an aircraft hangar belonging to J.M.,
21 with the intent to commit the crime of theft.

22 On or about July 4, 2010, HARRIS-MOORE did unlawfully transport a stolen
23 aircraft, namely, a Cessna Corvalis, tail number N660BA, knowing the same to be stolen,
24 from Bloomington, Monroe County, Indiana, out of the State of Indiana to a point outside
25 the United States, located on Abaco Island, Bahamas. In doing so, HARRIS-MOORE
26 intended to temporarily or permanently deprive the owner of ownership of the aircraft.
27 HARRIS-MOORE acquired the aircraft by breaking into a hangar at the Bloomington
28 airport. He flew the aircraft for several hours without filing a flight plan or making any

1 safety-related communications with air traffic control or other aircraft. He flew in a
2 southeasterly direction, crossing several states before leaving the continental United
3 States at a point near Parris Island, South Carolina, and continuing until the aircraft ran
4 low on fuel in the Bahamas. HARRIS-MOORE crash-landed the aircraft, resulting in the
5 destruction of the aircraft and the loss of associated equipment, and a loss to its owner of
6 not less than \$618,988.00.

7 Defendant agrees that the total loss amount attributable to his actions, for purposes
8 of sentencing, is not less than \$1,409,438.00.

9 **13. Non-Prosecution of Additional Offenses.** As part of this Plea Agreement,
10 the United States Attorney's Office for the Western District of Washington agrees not to
11 prosecute Defendant for any additional offenses known to it as of the time of this
12 Agreement that are based upon evidence in its possession at this time, and that arise out
13 of the conduct giving rise to this investigation. In this regard, Defendant recognizes the
14 United States has agreed not to prosecute all of the criminal charges the evidence
15 establishes were committed by Defendant solely because of the promises made by
16 Defendant in this Agreement. Defendant agrees, however, that for purposes of preparing
17 the Presentence Report, the United States Attorney's Office will provide the United States
18 Probation Office with evidence of all conduct committed by Defendant.

19 Defendant agrees that any charges to be dismissed before or at the time of
20 sentencing were substantially justified in light of the evidence available to the United
21 States, were not vexatious, frivolous or taken in bad faith, and do not provide Defendant
22 with a basis for any future claims under the "Hyde Amendment," Pub.L. No. 105-119
23 (1997).

24 **14. Acceptance of Responsibility.** The United States acknowledges that if
25 Defendant qualifies for an acceptance of responsibility adjustment pursuant to USSG
26 § 3E1.1(a), and if the offense level is sixteen (16) or greater, his total offense level should
27 be decreased by three (3) levels pursuant to USSG §§ 3E1.1(a) and (b), because he has
28 assisted the United States by timely notifying the authorities of Defendant's intention to

1 plead guilty, thereby permitting the United States to avoid preparing for trial and
2 permitting the Court to allocate its resources efficiently.

3 **15. Forfeiture.** Defendant agrees to forfeit to the United States immediately all
4 of Defendant's right, title, and interest in any and all property, real or personal, tangible or
5 intangible, constituting or derived from, or representing or traceable to, the gross
6 proceeds Defendant obtained, directly or indirectly, as the result of the offenses charged
7 in the Superseding Information, that are subject to forfeiture pursuant to Title 18, United
8 States Code, Sections 981(a)(1)(C) and 982(a)(5), and Title 28, United States Code,
9 Section 2461(c), including but not limited to the following assets:

10 a. A money judgment of forfeiture in the amount of \$959,438.00.

11 b. Intellectual property rights to, and profits or proceeds from publicity related
12 to Defendant's criminal activity ("Publicity"), to the extent set forth in paragraph 16,
13 below.

14 Defendant agrees that each of the listed assets constitutes or is derived from, or represents
15 or is traceable to, the gross proceeds Defendant obtained, directly or indirectly, as a result
16 of the offenses charged in the Superseding Information that are subject to forfeiture as set
17 forth above.

18 Defendant agrees to fully assist the United States in the forfeiture of the listed
19 assets and to take whatever steps are necessary to pass clear title to the United States,
20 including but not limited to: surrendering title and executing any documents necessary to
21 effectuate such forfeiture; assisting in bringing any assets located outside the
22 United States within the jurisdiction of the United States; and taking whatever steps are
23 necessary to ensure that assets subject to forfeiture are not sold, disbursed, wasted,
24 hidden, or otherwise made unavailable for forfeiture. Defendant agrees not to file a claim
25 to any of the listed property in any civil forfeiture proceeding, administrative or judicial,
26 which may be initiated.

27 Defendant further agrees to provide a truthful accounting regarding all of
28 Defendant's assets and to make a full and complete disclosure of all assets in which

1 Defendant has any interest or over which Defendant exercises control and those which are
2 held or controlled by a nominee(s). Defendant further agrees to submit to a polygraph
3 examination on the issue of assets if it is deemed necessary by the United States.

4 The United States reserves its right to proceed against any remaining assets not
5 identified in this Plea Agreement, including any property in which Defendant has any
6 interest or control, if said assets, real or personal, tangible or intangible, represent or are
7 traceable to the gross proceeds Defendant obtained, directly or indirectly, as the result of
8 the offenses charged in the Superseding Information, that are subject to forfeiture
9 pursuant to Title 18, United States Code, Sections 981(a)(1)(C) and 982(a)(5), and Title
10 28, United States Code, Section 2461(c).

11 Defendant further agrees to waive all constitutional and statutory challenges in any
12 manner (including direct appeal, habeas corpus, or any other means) to any forfeiture
13 carried out in accordance with this Plea Agreement on any grounds, including that the
14 forfeiture constitutes an excessive fine or punishment.

15 **16. Forfeiture and Assignment of Profits or Proceeds from Publicity and**
16 **Intellectual Property Rights.**

17 **a. Definitions.**

18 "Conduct" means any conduct, event, crime, or action, or sequence thereof,
19 alleged in the Superseding Indictment or Superseding Information, described in the
20 Statement of Facts in this Plea Agreement, or charged in any case involving Defendant
21 that is the subject of a Plea Agreement in the Superior Court of Washington entered into
22 within one year following the date of this Plea Agreement. It is intended to encompass
23 any of the crimes, and all of the time spent as a fugitive, that led to Defendant's notoriety,
24 including but not limited to Defendant becoming and/or being known as the "Barefoot
25 Bandit" or "Barefoot Burglar."

26 "Contract" means the current negotiations by Defendant to option and sell limited
27 intellectual property rights arising from the Conduct for the purpose of filming a motion
28

1 picture based upon Defendant and the Conduct, and any legal agreement resulting from
2 such negotiations.

3 "Defendant" means Colton Harris-Moore, signatory to this Plea Agreement, and
4 any and all of his heirs, agents, designees, representatives, and/or assigns.

5 "Person" means any natural person, corporation, general partnership, limited
6 partnership, limited liability company or partnership, proprietorship, other business
7 organization, trust, union, or association, and includes Defendant.

8 "Proceeds" means all products, proceeds, profits, benefits, revenue, royalties,
9 payments, properties, assets, compensation, allowances, loans, rights, estates, grants,
10 options, contracts, consideration, remuneration, equities, shares of ownership, and any
11 other things of value, current or future, including without limitation all instruments,
12 money, and claims for money.

13 "Publicity" means any current or future publication or other dissemination of
14 information, or any other description, promotion, sale, or branding, concerning, relating
15 to, describing, derived from, created during, or based on the Conduct, including
16 Defendant's Rights concerning the Conduct, in whole or in part, and any derivative works
17 based in whole or in part thereon. "Publicity" includes (for example, but is not limited to)
18 any motion picture, book, interview, article, posting, documentary, transcription, diary,
19 journal, narration, commentary, screenplay, recording, memoir, or correspondence,
20 whether in electronic and/or print form; any broadcast, presentation, series, show, or other
21 description using television, radio, Internet, social media, or any other medium, electronic
22 or otherwise; any game, computer application, contest or simulation, electronic or
23 otherwise; any live entertainment or event of any kind; any merchandise, toy, model,
24 replica, memento, souvenir, collectible, ephemera, branding, label, promotional material,
25 or endorsement; or any other publicity or material, in any jurisdiction worldwide, any of
26 which arises out of any description, expression, relation, recording, interview or writing
27 or other memorialization of, or regarding, the Conduct, or knowledge, facts, recollections,
28 descriptions, thoughts, feelings, opinion or emotions concerning or evoking the Conduct.

1 "Rights" means any compensated, compensable, saleable, or other monetized
 2 intellectual property right or other proprietary right, in any jurisdiction worldwide, in any
 3 Publicity, whether now existing or made, acquired, or created after the date of this
 4 Agreement. "Rights" includes, for example, all copyrights, trademark rights, rights of
 5 publicity, rights of personality, life story rights, and moral rights, including all such rights
 6 to any categories of information described under "Publicity." "Rights" shall also include
 7 any and all rights held or acquired by the Defendant concerning the use of the phrases
 8 "Barefoot Bandit" or "Barefoot Burglar," or any other catchphrase or nickname
 9 associated with Defendant and/or the Conduct. "Rights" specifically includes any rights
 10 that would be reserved to Defendant under the Contract. "Rights" does not include any
 11 non-compensated intellectual property right, such as non-compensated public speech
 12 concerning the Conduct, or similar non-compensated right.

13 "Victims" means any and all persons and entities to whom and to which Defendant
 14 must make restitution as required by law, pursuant to this Plea Agreement and the
 15 Schedule of Restitution, regardless of the legal jurisdiction in which they might be
 16 located.

17 **b. Statement of Purpose and Intent.**

18 The United States and Defendant agree that Defendant should not profit from his
 19 crimes.

20 Defendant acknowledges and agrees that the purpose and intent of this Forfeiture
 21 and Assignment is to ensure that any Proceeds obtained by, available to, or owed to the
 22 Defendant, as a consequence of or related to any Rights and/or Publicity concerning the
 23 Conduct, are forfeited in their entirety to the United States for the benefit of Victims.
 24 Any such Proceeds are intended to be made available for the compensation of Victims
 25 through restitution and/or remission proceedings, subject to the provisions of applicable
 26 federal law. It is intended that Defendant shall not retain or benefit from any Proceeds
 27 whatsoever, either directly or indirectly, regardless of whether or not any Proceeds should
 28

1 exceed the gross amount owed by Defendant as restitution to Victims, or any specific
2 amount ordered forfeited to the United States.

3 Defendant and the United States further agree that the purpose and intent of this
4 Forfeiture and Assignment is to ensure that any Rights, including intellectual property
5 rights, are also forfeited in their entirety to the United States. Defendant and the United
6 States agree, however, to the following exception to the forfeiture of intellectual property
7 rights: Defendant has disclosed that he has been participating in negotiations to option
8 and sell limited intellectual property rights arising from the Conduct for the purpose of
9 filming a motion picture based upon Defendant and the Conduct (the "Contract"). As
10 described below, Defendant will retain, solely to transfer for consideration and
11 compensation for the benefit of the Victims, those intellectual property rights necessary to
12 complete the pending Contract for a film depiction of Defendant and the Conduct, subject
13 to the final approval or disapproval of the United States, on the conditions described
14 below, including that 1) the Contract and related documents and negotiations are
15 reviewed by the Special Master, 2) the Special Master recommends that the Contract
16 meets the purposes of this Agreement, and 3) any and all of Defendant's Proceeds from
17 said contract shall be paid directly to and forfeited to the United States for the benefit of
18 Victims.

19 **c. Forfeiture and Assignment of Proceeds.**

20 Defendant agrees to forfeit to the United States immediately all of Defendant's
21 right, title, and interest of every kind in any and all Proceeds, now or in the future, derived
22 from or related to any Publicity concerning the Conduct, or any other exercise of Rights
23 related to the Conduct, as well as any other Proceeds relating to the Conduct. Defendant
24 agrees that such Proceeds constitute or derive from, or represent or are traceable to, the
25 gross proceeds Defendant obtained, directly or indirectly, as a result of the offenses
26 charged in the Superseding Indictment or Information, and/or described in the Statement
27 of Facts in this Plea Agreement.
28

1 Defendant agrees to take any necessary steps of the type described in paragraph 15,
2 above, to deliver clear title to any such property to the United States. Defendant agrees
3 that all provisions of paragraph 15, above, are incorporated herein and apply fully, except
4 to the extent specifically stated otherwise herein.

5 **d. Defendant's Assignment/Sale of Rights.**

6 Defendant represents that he has not received any Proceeds arising out of or
7 relating to Publicity concerning the Conduct, nor has he entered any binding contract
8 relating to the sale of Rights concerning Publicity for any purpose. Defendant represents
9 that all recent drafts and all material aspects of negotiations relating to the Contract have
10 been provided to the Special Master.

11 Defendant and the United States agree that Defendant may engage in and complete
12 the Contract selling the intellectual property rights for the limited purpose described
13 herein, provided that all compensation and proceeds from said sale are paid directly to
14 and forfeited to the United States for the benefit of Victims, consistent with this
15 Agreement, and subject to the final agreement of the United States and the supervisory
16 powers of the Special Master, as described below.

17 After execution of the Contract, should the buyer fail to exercise its rights in a
18 manner that results in the reversion or return of any rights to Defendant, said Rights shall
19 be forfeited to the United States in the same manner as any other such Rights under this
20 Agreement. Defendant agrees and understands that should this occur, any sale by
21 Defendant of any portion of the Rights to another buyer, for the benefit of Victims, must
22 first be authorized by the United States, in the exercise of its sole discretion. Defendant
23 shall not take any steps to sell, assign, transfer or solicit any other sale of Rights without
24 the consent of the United States.

25 **e. Appointment and Powers of Special Master.**

26 To ensure fair dealing and to protect the interests of the Victims in the Proceeds of
27 the Contract, the United States and Defendant jointly agree to the appointment of a
28 Special Master. The Special Master shall review the proposed Contract and advise the

1 parties and the Court whether the Contract is consistent with the purpose of this
2 Agreement. The Special Master will be nominated by the United States and approved by
3 the Court. The United States nominates Kraig Baker as Special Master.

4 Defendant agrees to cooperate fully with the Special Master, as follows. Upon
5 appointment of the Special Master, Defendant shall immediately and fully disclose to the
6 Special Master all actions, negotiations, or agreements already in progress, taken, or
7 reached with respect to Defendant's Rights and the Contract. On an ongoing basis,
8 Defendant agrees to disclose any pertinent documents or communications for the Special
9 Master's review, at the Special Master's request. Defendant agrees that the Special
10 Master may independently verify all such information, and may discuss all such
11 information with the United States. If necessary to fully effectuate this Agreement,
12 Defendant agrees to waive as to the Special Master and the United States any applicable
13 legal privileges as between Defendant and any Person representing Defendant concerning
14 his Rights regarding the Conduct, including executing any documents necessary to do so.
15 No such waiver shall include, however, any legal privileges with respect to Defendant's
16 criminal defense.

17 Defendant agrees he shall not authorize, enter into, finalize, or approve any
18 agreement or contract concerning his life story rights, his Rights generally, the Conduct,
19 and/or any related Publicity unless and until the Special Master has reviewed that
20 agreement or contract, and advises the United States that the Contract is consistent with
21 the purpose of this Forfeiture and Assignment, and this Plea Agreement generally, and the
22 United States in turn agrees to the Contract. The Special Master shall report whether the
23 Contract conforms to the following principles: 1) it transfers those Rights that are
24 sufficient, but not greater than necessary, for the purpose of producing and distributing a
25 motion picture based upon Defendant and the Conduct; 2) it does not interfere with the
26 forfeiture of all Defendant's other Rights to the United States, consistent with this
27 Forfeiture and Assignment; and 3) it achieves the greatest benefit reasonably possible for
28 Victims.

1 The Special Master shall also report whether he believes there has been any
2 improper action by Defendant or his representatives, including but not limited to
3 (1) dealing through side deals or other agreements for the benefit of Defendant or any
4 other Person other than the United States or the Victims, (2) attempting to evade the
5 provisions of this Plea Agreement, or any other agreement Defendant entered into as part
6 of a criminal case, (3) charging professionally inappropriate or excessive fees or
7 payments, or (4) using or attempting to use Proceeds or other funds related to the Contract
8 to pay any fees or costs of Defendant's criminal defense.

9 The parties agree that based upon the report of the Special Master, the United
10 States may approve or decline to approve any agreement or Contract, in the sole
11 discretion of the United States. The United States and Defendant further agree that if
12 approved by the Special Master as reasonable, the buyer under the Contract may pay
13 Defendant's representative's reasonable costs or fees, which were needed to acquire
14 Defendant's Proceeds for the benefit of Victims. Such fees constitute a cost of acquiring
15 Defendant's Proceeds and will be deducted prior to forfeiture or transfer to the United
16 States. The United States and Defendant agree that the reasonable fees of the Special
17 Master, as approved by the United States and/or the U.S. District Court, also constitute a
18 necessary cost of acquiring said Proceeds and may also be deducted from said Proceeds
19 prior to forfeiture or transfer to the United States. Provided however, that no such
20 reasonable fees or costs to any individual shall exceed 10% (ten percent) of the amounts
21 paid under the Contract.

22 The Special Master will conduct his or her business efficiently so as to ensure
23 maximum recovery for Victims. The Special Master shall have authority to take any steps
24 he or she deems necessary and proper for the protection, security, and effectual use of the
25 Rights and any resulting Proceeds, including if necessary contracting, retention, and
26 compensation of individuals or entities with specialized knowledge or expertise who can
27 assist, or have assisted, with the effectual sale, marketing, use, or protection of the Rights
28 and any resulting Proceeds, as approved by the United States.

1 Nothing in this Forfeiture and Assignment requires Defendant to personally
2 participate in any Publicity regarding the Conduct.

3 **f. Defendant's Warranties and Good Conduct Agreements.**

4 Defendant agrees that his signature on this Plea Agreement represents his full,
5 knowing, and informed agreement and consent to this Forfeiture and Assignment.

6 Defendant agrees to act in a manner consistent with the provisions of this Forfeiture and
7 Assignment. Defendant agrees not to attempt to evade or undermine this Forfeiture and
8 Assignment. Defendant agrees not to communicate with any Person about the Conduct in
9 order to obtain or attempt to obtain for Defendant, for any friend, associate, or family
10 member of Defendant, or for any other Person, any Proceeds that would not be subject to
11 this Forfeiture and Assignment. Defendant agrees not to obtain, or attempt to obtain,
12 Proceeds or other benefits for himself or any other Person through side agreements, third-
13 party-beneficiary contracts, or any other arrangements for the benefit of himself or any
14 other Person. Defendant agrees to abide by, and act in a manner consistent with, the
15 decisions of the Special Master. Defendant acknowledges that his conditions of
16 incarceration will be set by the Bureau of Prisons and/or Department of Corrections, and
17 that the United States is not granting him any special privileges or access while in
18 custody. Defendant agrees that his failure to act in a manner consistent with the
19 provisions of this Forfeiture and Assignment shall constitute a breach of this Plea
20 Agreement.

21 **17. Forfeiture of Contraband.** Defendant agrees that if any firearms or illegal
22 contraband were seized by any law enforcement agency from the possession of
23 Defendant, or that were or had been in the direct or indirect control of Defendant, then
24 Defendant consents to the administrative forfeiture, official use, and/or destruction of said
25 firearms or contraband by any law enforcement agency involved in the seizure of these
26 items.

27 **18. Breach, Waiver, and Post-Plea Conduct.** Defendant agrees that if
28 Defendant breaches this Plea Agreement, the United States may withdraw from this Plea

1 Agreement and Defendant may be prosecuted for all offenses for which the United States
 2 has evidence. Defendant agrees not to oppose any steps taken by the United States to
 3 nullify this Plea Agreement, including the filing of a motion to withdraw from the Plea
 4 Agreement. Defendant also agrees that if Defendant is in breach of this Plea Agreement,
 5 Defendant has waived any objection to the re-institution of any charges in the Indictment
 6 that were previously dismissed or any additional charges that had not been prosecuted.

7 Defendant further understands that if, after the date of this Agreement, Defendant
 8 should engage in illegal conduct, or conduct that is in violation of his conditions of
 9 confinement (examples of which include, but are not limited to: obstruction of justice,
 10 failure to appear for a court proceeding, criminal conduct while pending sentencing, and
 11 false statements to law enforcement agents, the Pretrial Services Officer, Probation
 12 Officer, or Court), the United States is free under this Agreement to file additional
 13 charges against Defendant or to seek a sentence that takes such conduct into consideration
 14 by requesting the Court to apply additional adjustments or enhancements in its Sentencing
 15 Guidelines calculations in order to increase the applicable advisory Guidelines range,
 16 and/or by seeking an upward departure or variance from the calculated advisory
 17 Guidelines range. Under these circumstances, the United States is free to seek such
 18 adjustments, enhancements, departures, and/or variances even if otherwise precluded by
 19 the terms of the plea agreement.

20 19. **Waiver of Appeal.** As part of this Plea Agreement and on the condition
 21 that the Court imposes a custodial sentence that is within or below the Sentencing
 22 Guidelines range (or the statutory mandatory minimum, if greater than the Guidelines
 23 range) that is determined by the Court at the time of sentencing, Defendant waives to the
 24 full extent of the law:

- 25 a. any right conferred by Title 18, United States Code, Section 3742 to appeal
- 26 the sentence, including any restitution order imposed; and
- 27
- 28

- b. any right to bring a collateral attack against the conviction and sentence, including any restitution order imposed, except as it may relate to the effectiveness of legal representation.

Furthermore, this waiver does not preclude Defendant from bringing an appropriate motion pursuant to 28 U.S.C. 2241, to address the conditions of his confinement or the decisions of the Bureau of Prisons regarding the execution of his sentence.

If Defendant breaches this Plea Agreement at any time by appealing or collaterally attacking (except as to effectiveness of legal representation) the conviction or sentence in any way, the United States may prosecute Defendant for any counts, including those with mandatory minimum sentences, that were dismissed or not charged pursuant to this Plea Agreement.

20. **Voluntariness of Plea.** Defendant agrees that Defendant has entered into this Plea Agreement freely and voluntarily and that no threats or promises, other than the promises contained in this Plea Agreement, were made to induce Defendant to enter these pleas of guilty.

21. **Statute of Limitations.** In the event this Agreement is not accepted by the Court for any reason, or Defendant has breached any of the terms of this Plea Agreement, the statute of limitations shall be deemed to have been tolled from the date of the Plea Agreement to: (1) thirty (30) days following the date of non-acceptance of the Plea Agreement by the Court; or (2) thirty (30) days following the date on which a breach of the Plea Agreement by Defendant is discovered by the United States Attorney's Office.

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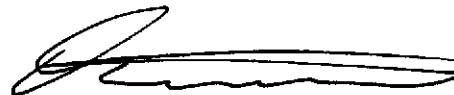
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1 22. **Completeness of Agreement.** The United States and Defendant
2 acknowledge that these terms constitute the entire Plea Agreement between the parties.
3 This Agreement binds only the United States Attorney's Office for the Western District of
4 Washington (and the United States Attorney's Office for the Southern District of Indiana,
5 as to Count 7). It does not bind any other United States Attorney's Office or any other
6 office or agency of the United States, or any state or local prosecutor.

7
8 DATED this 17th day of June, 2011.

9
10
11 
12 COLTON HARRIS-MOORE
13 Defendant

14 
15 JOHN HENRY BROWNE
16 EMMA SCANLAN
17 Attorneys for Defendant

18 
19 DARWIN P. ROBERTS
20 MICHAEL DION
21 Assistant United States Attorneys

22 
23 ANDREW C. FRIEDMAN
24 Assistant United States Attorney